



STATE OF IOWA
MASTER AGREEMENT
Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 02-01-2009
 EXPIRATION DATE: 01-31-2010
 PAGE: 1 of 4

VENDOR:

Delta Designs LTD
 PO Box 1733

Topeka, KS 66601
 USA

VENDOR CONTACT:

Bruce Danielson

PHONE: 785-234-2244 EXT: 211

EMAIL: bdanielson@deltadesignsltd.com

ISSUER:

Kenneth Paulsen

PHONE: 515-281-6366

EMAIL: Kenneth.Paulsen@iowa.gov

FOB FOB Dest, Freight Prepaid

Contract For: Cabinets, Customized for Civil War Flag Storage.

The parties agree to comply with the terms and conditions on the following attachments which are by this reference made a part of the Agreement.

Attachment 1: Competitive Bid RFQ0007005013, dated January 25, 2007.

Attachment 2: Contractor's response to Competitive Bid RFQ0007005013, on file with the Department of Administrative Services, GSE Procurement Services.

PAYMENT TERMS: Net 30 Days

FOB: Destination - Installed.

Price is firm for the contract period.

Minimum Order: One (1) Cabinet.

Contact: Bruce Danielson

- E-Mail: bdanielson@deltadesignsltd.com

- Phone Number: 785-234-2244 ext. 211 ..or.. 800-656-7436

FAX Number: 785-233-1021

WebSite: <http://www.deltadesignsltd.com>

RENEWAL OPTIONS

FROM 02-01-2010 TO 01-31-2011

FROM 02-01-2011 TO 01-31-2012

AUTHORIZED DEPARTMENT

259 Cultural Affairs, Dept Of

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.) DELTA DESIGNS LTD		AGENCY NAME <i>Iowa Dept. of Administrative Services</i>	
BY (Authorized Signature) <i>Bruce Danielson</i>	Date Signed <i>3/25/09</i>	BY (Authorized Signature) <i>Jeanette Chupp</i>	Date Signed <i>March 25, 2009</i>
Printed Name and Title of Person Signing BRUCE DANIELSON, PRES		Printed Name and Title of Person Signing <i>Jeanette Chupp</i>	
Address P.O. Box 1733 TOPEKA, KS 66601		Address <i>1305 E. Walnut, Des Moines, Iowa</i>	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	EA	49535	\$12,972.000000 \$0.000000

Cabinets and Cases, Storage (For Slides and Specimens)

Customized Textile Tray Flag Cabinet.

- Specialized Use: Storage of Civil War Battle Flags
- Cabinet Dimensions: 90" Wide X 90" Deep X 79" High (with base)
- Base Dimensions: 90" Wide X 90" Deep X 2-1/2" High
- Number of Trays: 24 (with Tray Glides on 3-inch centers)
- Tray Inserts: Coroplast
- Exterior Finish: A-A70 Gray - Powdercoat
- Manufacture's Warranty: 5 years
- Installer's Warranty: 180 days



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TERMS AND CONDITIONS**Terms & Conditions Service**

The parties agree to comply with the terms and conditions on the following web site which are by this reference made a part of the Agreement.

General Terms and Conditions for service contracts are posted at: http://das.gse.iowa.gov/terms_services.pdf

Terms & Conditions Goods

The parties agree to comply with the terms and conditions on the following web site which are by this reference made a part of the Agreement.

General Terms and Conditions for goods contracts are posted at: http://das.gse.iowa.gov/terms_goods.pdf

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

**FLAG CABINET PROJECT FOR THE
STATE HISTORICAL SOCIETY
600 EAST LOCUST STREET, DES MOINES, IOWA, 50319**

1. PROJECT MANAGER

On-Site Project Manager:

Jerome Thompson.....Phone 515-281-4221
(Or his designee, Sheila Hanke at phone 515-281-8304)
State Historical Society, State Historical Building
600 East Locust Street, Des Moines, Iowa, 50319

2. SCOPE OF THE WORK

Establish master agreement contract for the provision of, fabricate, deliver and installation of ***Customized/Specialized Textile Tray/Cabinet Storage Unit(s) for the Department of Cultural Affairs.***

A. Customized/Specialized Textile Tray /Cabinet Storage Unit Specifications:

Quantity: One (1) Textile Tray/Cabinet Storage Unit

Use: Stabilization of Historic Textile Flags

Cabinet Dimensions: 90 inches wide by 90 inches deep by 79 inches high

Cabinet Base Dimensions: 90 inches wide by 90 inches deep by 2.5" high

Cabinet Capacity: 24 Trays with Tray Glides on 3 inch centers

Cabinet Doors: Bi-Fold with Silicone Gaskets and Flush locking hardware

Cabinet Material: Heavy-Duty Steel

Cabinet Finish: Powder Coated Finish, standard grey color or equal

Cabinet Tray Construction:

- Aluminum Framed with Corr-X Inserts (or equal)
- Joints and Edges shall be smooth and free of burrs or defects which could impede the smooth insertion or removal of trays

B. The Textile Tray/Cabinet Storage Unit shall be delivered and installed and leveled by the Vendor in the "Artifacts Storage Area", located in the lower level (basement) of the Historical Building, 600 East Locust St., Des Moines, Iowa. This building is accessible via loading dock, and a freight elevator is available for movement to the lower level.

REQUEST FOR QUOTE FORM**Quote Number 0007005013****Quotations are due on or before****3:00 P.M., January 25, 2007**

Quotes may be submitted via e-mail or in
hard-copy via mail or FAX to: 515/242-
5974



Iowa Department of
Administrative Services
General Services Enterprise

Quote Form Page 1 of 2**Instructions:****Purchasing Agent: Kenneth Paulsen, CPPB**

- 1.) Review the attached quote specification package
- 2.) Complete and return the 1-page "Request for Quote" Form and the manufacturer's technical drawing and specifications of the product offered in hard-copy via e-mail, U.S. Mail or FAX #515-242-5974

To: Kenneth Paulsen, CPPB
Iowa Dept. of Administrative Services
GSE - Procurement Services
Hoover State Office Bldg., Level A,
Des Moines, Iowa 50319-0105

E-mail: Kenneth.Paulsen@iowa.gov

Contract Number: CT3064

Contract Period: February 1, 2007 through January 31, 2008

Renewal Contract Periods: Two (20 Annual renewal Period Options - Based upon mutual agreement of both parties.

BIDDER TO CHECK OR FILL IN THE SPACES THAT ARE APPLICABLE:

Minimum Order for Acceptance: 1

Minimum Order for FOB Destination: 1

Price Firm for Contract Period: ☒ YES ☐ NO

Prices are subject to change, but shall be firm for _____ days from the resulting contract in accordance with the terms and conditions enclosed herewith.

Pricing:

1-2 Units: \$12,972.00 Price Per Unit FOB Destination Installed

3-4 Units: _____ Price Per Unit FOB Destination Installed

Product Specifications:

Customized Textile Tray Cabinet or acceptable alternate per the attached specifications

Specify Product Offered: Model Name and Number: DELTA DESIGNS LTD.

Cabinet Dimensions: 90" Wide X 90" Deep X 79" High includes base height

Cabinet Base Dimensions: 90" Wide X 90" Deep X 2 1/2" High

Number of Trays: 24, Tray Inserts: COROPLAST

Cabinet Exterior Material/Finish/Color: ASA 70 GRAY - POWDERCOAT

Manufacturer's Warranty Period: 5 Year(s), Installer's Warranty: 180 days

Project Completion Date: 90 number of calendar days after receipt of a purchase order.

Complete Vendor Information below

Authorizing Signature: Bruce J

Print Authorizing Signature Name: BRUCE DANIELSON

Company Name Typewritten: DELTA DESIGNS LTD.

Mailing Address: P.O. Box 1733, TOPEKA, KS 66601

Phone: 785-234-2244 FAX: 785-233-1021

E-Mail Address: bdanielson@deltadesignsltd.com

Payment Terms: Net 30 Days.

Federal Employment Identification Number: 48-1039153